SUPREME COURT OF THE UNITED STATES.

No. ~~108.~~ 33. 500.

THE UNITED STATES, PLAINTIFF IN ERROR,

VERSUS

WILLIAM L. ROBESON.

IN ERROR TO THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Petition of the United States	1	1
Citation	1	2
Service of citation	2	2
Answer of W. L. Robeson	2	3
Replication	4	3
Deposition of George D. Harris	5	4
Cause submitted to the court without argument	7	5
Deposition of James Scallan, on behalf of defendant	7	5
" Tobias Reynolds	10	7
" Joseph Swiler	12	8
" James M. C. Baker	13	9
Jury sworn—verdict	14	10
Verdict—judgment on verdict	15	10
Motion in arrest of judgment	15	10
Reasons filed	15	11
Motion in arrest of judgment dismissed	16	11
Bill of exceptions	17	11
Petition for writ of error	34	22
Writ of error	35	22
Citation	37	23
Clerk's certificate	39	23

Be it remembered, that, on the 10th day of January, in the year of our Lord 1822, into the district court of the United States in and for the then Louisiana district, came the United States of America, by their attorney, within and for the said district, and filed the following

Petition.

To the honorable John Dick, judge of the district of the United States within and for the Louisiana district:

The United States, by their attorney, within and for the district aforesaid, gives the court to be informed, that William L. Robeson, of the city of New

Orleans, late assistant deputy quarter. general in the army of the United States, is indebted to the United States in the sum of two thousand six hundred and sixty-three dollars sixty-one cents, for balance of his account as such at the Treasury Department of the United States, settled, examined, adjusted, admitted, and certified at the said department, as will more fully appear from a certified copy of the said transcript, ready to be produced when it may required. Wherefore, by their said attorney, they pray that the said Wm. L. Robeson may be duly cited, and that, after due proceedings had, he may be adjudged and decreed to pay the said debt of two thousand six hundred and sixty-three dollars sixty-one cents, with interest and costs.

Signed, J. W. SMITH,
Att'y U. S. La. Dist.

Whereupon, the following citation was issued from the clerk's office, to wit:

District Court of the United States for the Louisiana District.

The President of the United States to the marshal of the Louisiana district, or his lawful deputy, greeting:

You are hereby commanded to cite Wm. L. Robeson, so that he be and appear at the district court of the United States for the Louisiana district, to be holden at the city of New Orleans on the third Monday of January instant, to answer to the complaint of the United States, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default, and have you then and there this writ.

Witness the honorable John Dick, judge of said court, at the city of
[L. S.] New Orleans, this 10th day of January, 1822, and forty-sixth year of the independence of the United States.

Signed, WM. S. LYMAN, *D'y Clerk.*

Upon which citation the marshal made the following return, to wit:

Served on the 10th January, 1822; returned into court same day.

Signed, JOHN NICHOLSON, *Marshal.*

And afterwards, to wit, on the 21st day of January, 1822, came the said defendant, Wm. L. Robeson, by his attorney, Levi Pierce, and filed the following answer, to wit:

U. S. DISTRICT COURT, *Louisiana District:*

WM. L. ROBESON, *ads.* UNITED STATES.

Wm. L. Robeson, by his attorney, comes, and defends the wrong and injury, when, &c., and says that the said United States ought not to have and maintain their action against him, because he says that the said United States, before and at the time of the commencement of this suit, were and are still indebted to him in a large sum of money, to wit: the sum of three thousand dollars, lawful money of the United States, for work and labor, care, diligence, and attendance of him, the said Wm. L. Robeson, by him the said Wm. L. Robeson and his servants before that time done and performed, and bestowed

in and about the business of the said United States, and for the United States, and at their request, and for divers materials and other necessary things by the said Wm. L. Robeson before that time, found provided, used, and employed, in and about the said work and labor for the said United States; and also for divers goods, wares, and merchandise, sold and delivered by the said Wm. L. Robeson to the said United States, and at their request; and for money by the said Wm. L. Robeson before that time lent and advanced to, and paid, laid out, and expended for the said United States at their like request; and for other money, for interest upon, and forbearance of divers large sums of money due and owing from the said United States to the said Wm. L. Robeson, and by the said Wm. L. Robeson forborne to the said United States for divers long spaces of time before then elapsed; and for other money due and owing from the said United States to the said Wm. L. Robeson upon an account stated between them, which said sums of money so due and owing from the said United States to the said Wm. L. Robeson as aforesaid, exceed the sum of money claimed of him, the said Robeson, by the United States, in their aforesaid information by their attorney; and out of which said sums of money so due and owing from the said United States to the said Wm. L. Robeson, he, the said Robeson, is ready and willing, and hereby offers to set off and allow to the said United States the full amount of their claim; and this the said Wm. L. Robeson is ready to verify: Wherefore, he prays judgment, if the said United States ought to have or maintain their aforesaid action thereof against him, &c.

Signed, L. PIERCE, *Att'y.*

Wm. L. Robeson, being duly sworn in open court, maketh oath that he is equitably entitled to credits which have been, previous to the commencement of this suit, submitted to the accounting officers of the Treasury and rejected; that the credits are as follows, viz. The sum of $30 for transportation of officers to Baton Rouge and back to New Orleans, and an amount of $39 for transportation of officers from Pass Christianne to New Orleans. That a claim of $364.50 for transportation of contractors, stores taken from the wreck of the schooner Italian, and delivered at Appalachicola in April, 1818; a claim for demurrage at Mobile point, of schooner Experiment in voyage from New Orleans to Appalachicola, in 1818, to wit, $330, were presented to the Quartermaster General's Department, and returned; and this deponent's witnesses being absent, and there being other claims, vouchers for which it has not yet been in his power to procure, he cannot now safely go to trial.

Signed, WM. L. ROBESON.

Sworn to, and subscribed in open court. New Orleans, Jan'y 21, 1822.

Signed, WM. S. LYMAN, *D'y C'lk.*

And afterwards, to wit, on the 4th day of March, 1823, the said United States, by the attorney aforesaid, filed the following replication, to wit:

DISTRICT COURT OF THE UNITED STATES, *Louisiana District:*

THE UNITED STATES,
vs.
WM. L. ROBESON.

And the United States, by their attorney, within and for the Louisiana district, as to the said plea of the defendant by him above pleaded, excep-

as to the claim to two equitable credits in the affidavit to said plea subjoined, alleged to have been previously to the commencement of this suit, submitted to the accounting officer of the Treasury and rejected, to wit: $30 for transportation of officers to Baton Rouge and back to New Orleans, and $39 for the transportation of officers from the Pass of Christian to New Orleans—do say that the said plea, and the matters therein contained, in manner and form as the same are above pleaded and set forth, are not sufficient in law to bar the United States from having and maintaining their aforesaid action against him, and they are not bound in law to answer to the same; and by their said attorney, according to the form of the statute in such case made and provided, state and show to the court here the following causes of demurrer: That the said defendant, being in his said capacity a person accountable for public money, as in the said petition is alleged, hath not, at the return term of the court, nor since, in the said suit in open court, (the attorney of the United States being present,) made oath or affirmation that he is equitably entitled to credits which had been, previous to the commencement of the suit, submitted to the accounting officers of the Treasury, and rejected, specifying each particular claim so rejected in the said affidavit, without which affidavit so as aforesaid to be made. The United States are entitled to have judgment upon motion in their favor against the said defendant, and this they are ready to verify: Wherefore, as to the said plea, and the matters therein contained except as aforesaid, they pray judgment of their debt aforesaid, together with their damages by them sustained on occasion of the detention thereof, to be adjudged to them; and as to the said two equitable credits in the said affidavit alleged, they say that the said items were well and lawfully rejected by the accounting officers of the Treasury and of this they put themselves upon the country.

Signed,

J. W. SMITH,
Att'y U. S. La. Dist.

And afterwards, to wit, on the 18th day of February, 1823, came the defendant, by his attorney aforesaid, and filed the following testimony, to wit:

UNITED STATES, *vs.* WM. L. ROBESON. } U. S. District Court.

Testimony of George D. Harris, taken by consent, 14th February, 1823, to be read in evidence:

George D. Harris, being duly sworn on behalf of the defendant, deposes that he was mate of the steamboat Tennessee, and was on board during all her trip from New Orleans to Baton Rouge and Arkansas, in November, 1821, with troops, and their baggage and stores; that the Courier and Arkansas steamboats took troops and baggage at the same time for the mouth of Red river; but not being able to accommodate all that were to go to Red river, the steamboat Tennessee received thirty men, with their baggage and stores, and transported them from New Orleans to the mouth of Red river; that he thinks four dollars for each man would be enough for the passage to the mouth of Red river; that he knows the steamboat Tennessee was detained at Baton Rouge from sunset in the evening to nine o'clock the next morning, before any troops were landed; and that when

the Tennessee arrived at the mouth of Red river, about three o'clock in the afternoon, she was detained until sometime next morning, before they began to put the troops, owing to the non-arrival of Col. Taylor, that were then to be discharged from the Tennessee, (30 men,) on board the Courier; that there were on of board the Tennessee over two hundred troops, exclusive of Baton Rouge and Red river detachments, and they were using the wood of the boat during all their voyage. And deponent says that, in his opinion, there were from twelve to fourteen hundred barrels of baggage and stores on board; that he knows this, from having superintended the receiving and discharging the said barrels, while the clerk of the boat took count of them. Deponent considers the charge of $2 per barrel for 500 barrels as being extremely low: the barrels or boxes were of arms, clothing, pork, flour, and whiskey, and hospital stores. Deponent further says, that the Tennessee was detained three days and a half at the mouth of Arkansas, owing to there being no landing place; and there was a road obliged to be cut, winding round the bank, which was high, and the water low: this work was also done chiefly by the sailors.

Signed, GEORGE D. HARRIS.

Sworn to, and subscribed, the city of New Orleans, before me,

Signed, A. DUBURG,

Justice of Peace, 5 S., New Orleans.

The foregoing deposition will not be objected to for want of an order of court, but will be received as if taken under such order, but subject to all objections as to testimony not admissible under the act of Congress under the plea and affidavit filed by the defendant.

Signed, J. W. SMITH,

February 14, 1830. *Dist. Att'y U. S.*

And afterwards, to wit, on the 22d day of May, 1823, the following entry was made on the records, to wit:

FRIDAY, 22d MAY, 1823.

The court met pursuant to adjournment. Present, the Hon. John Dick.

THE UNITED STATES, }
1805. *vs.* } Demurrer.
WM. L. ROBESON. }

This case was submitted to the court without argument.

And afterwards, to wit, on the 16th day of July, 1823, the defendant filed the following depositions, to wit:

UNITED STATES, }
vs. } U. S. District Court.
WM. L. ROBESON. }

James Scallan, a witness produced on behalf of the defendant, taken by consent of parties by their counsel, subject to all other legal objections, deposes: that sometime in the month of February, 1818, he was a lieutenant in the first regiment U. States' army, and stationed at New Orleans. In that month, he received orders to take command of Capt. Jones' company, and embarked on board the transport schooner Experiment (Capt. Brown) with said company, on board of which Capt. Peters, Lieuts. Murton and

Spencer of the artillery, with a company of that corps, also embarked, the whole amounting to one hundred and twenty or thereabouts, and under the command in chief of Capt. Peters. The deponent was informed by the military commander of the district (Col. Trimble) that the Experiment should first go to Mobile point, and there, meeting an United States' naval force, with a number of small vessels laden with munitions of war, proceed to join the army under General Jackson, about to operate against the Seminoles at some point on the river Appalachicola. The Experiment sailed the day of embarkation, and the deponent proceeded to meet her at Mobile point, by way of the lake, which he did two or three after her arrival: we then met Lieuts. McKeever and Campbell of the navy—the first in the hired armed schooner "Tom Shields," and the latter in a gunboat, and about 17 sail of small transports. We were detained at the Point about three weeks, whether from the commodore's option or contrary winds, the deponent does not recollect at this lapse of time, but he believes the latter. We made one unsuccessful effort to get to sea, and in so doing the Experiment grounded, but was got off. That night a heavy gale came on, and one of the transports (deponent thinks called the "Italian") was driven on shore. Next day we received all, or nearly all her cargo, which, owing to the already crowded state of the soldiery on board the Experiment, subjected all on board to much risk in the working of the ship: in this opinion the commanding officer of the troops, with all his officers, and the ship's master, coincided; but as the Italian's cargo was essential to General Jackson's success, no alternative was left. We at length proceeded to sea by order of Lieut. McKeever, in a stiff which soon changed to a heavy gale, and lost sight of all the fleet. On the 2d or 3d day after, we made the land at Cape St. Blas, on the west side; seeing some vessels then at anchor, we deemed the commodore might be amongst them, and stood in. We found, on approaching, he was not there; and the wi d not permitting us to haul off, we anchored: the vessels at anchor were some 10 or 12 of the small transports. Towards evening the wind changed so that we could haul off, and the master of the Experiment weighed anchor and made sail, the smaller vessels being too near the shore, and supposed to be not able to carry sail enough to follow our example, although we made signals for them to do so. Having got about 5 or 6 miles off, I represented to Capt. Peters, commandant, the perilous situation of the smaller vessels in case of accident, (deponent means their crews and cargoes,) as the fires of hostile Indians were distinctly in view; also, that we had not more than 2 or 3 days' water on board, (the weather having been so bad for some days previous to sailing as to prevent watering,) and urged him to insist on the vessel being returned to her anchorage. [Deponent omitted to mention that, at Mobile point, Lt. Willard of the artillery was taken on board.] Capt. Peters immediately called a council of the officers, and their unanimous opinion was, that we ought to return. Capt. Peters then went on deck, accompanied by myself and other officers, and ordered Capt. Brown to return; the latter refused, saying it was about to blow a heavy gale of wind, and, in case of returning, the vessel and all on board would be probably lost. Captain Peters told him he must return at all hazards; that he took command of the vessel; that he must be obeyed; and that the general would pay for loss. Capt. Brown, after much protesting, and with great reluctance, complied. We returned to the anchorage, and the wind soon increased to a tremendous gale, which lasted nearly all night, and during which we expected every moment to go

ashore: at daylight we saw the largest of the transports, (the schooner Celeste, Capt. Davis,) on her broadside on the beach. Capt. Peters directed two of those vessels to come along side of us, and land a strong detachment for the protection and reshipment of the Celeste's cargo. The other transports, taking advantage of a shift of wind, got under weigh, and in a short time doubled Cape St. Blas. About eighty soldiers, and all the officers, with the exception of Lt. Willard, were landed, who had directions to get under weigh, and stand nearer in shore. About 4 in the evening the gale recommenced. The troops had landed, and the Experiment was seen under weigh, after firing several guns, and some apparent confusion on board. Instead of standing in shore, she shaped her course to the southward and westward, and was soon out of sight. We remained on the Cape six days; marched round to the bay of Appalachicola; constructed rafts; crossed St. Vincent's island, where we were met by Lt. Willard and Capt. Brown, who informed us that, in heaving up the anchor at the time before mentioned, owing to the heavy swell and fast anchorage, the cable parted: they stated they had been 3 or 4 days waiting for us: we embarked and proceeded to our destination. Deponent saw on board the remains of the cable, which clearly showed it had "parted," and was not "cut." I heard Col. Gibson, quartermaster general, tell Capt. Brown, to the best of my remembrance and belief, that he should receive additional freight for the cargo of the "Italian:" indeed, I can scarcely be mistaken, for the Col. came on board the "Experiment" to satisfy Capt. Brown on the subject of his complaints against taking that cargo. Col. Gibson was then chief of the Quartermaster's Department in the 8th military department, and had charge of the stores with which the fleet was laden.

Signed, JAMES SCALLAN.

Sworn to, and subscribed before me, this 17th February, 1823.

Signed, J. BERMUDEZ,

Justice of the Peace, 1st Sect., New Orleans.

I acknowledge notice of taking this deposition, and consent to its being taken *de bene esse*, in the same manner as if it were done under the order of the court, subject to all legal objections to the evidence.

Signed, J. W. SMITH,

U. S. Att'y E. Dist. La.

NEW ORLEANS, *July* 16, 1823.

And afterwards, to wit, on the 13th day of August, 1823, the defendant filed the following deposition, to wit:

UNITED STATES, *vs.* WM. L. ROBESON. } U. S. District Court.

Testimony of Tobias Reynolds, a witness on behalf of the deponent, taken by consent.

Tobias Reynolds, being sworn, deposes that he was clerk of the steamboat Tennessee in the month of November, 1821, and was on board when she left New Orleans for Baton Rouge and Arkansas, and during the whole time of her voyage to those places, and remembers that the steamboat Tennessee arrived at Baton Rouge some time in the afternoon or middle of the day, and left about twelve o'clock next day, and that the said boat was detained a day at Red river—both detentions caused by the delay in discharging the troops and baggage which were on board. The troops that were on board

the steamboat Tennessee took in no wood, and used the wood of the boat during all the passage to Baton Rouge, Red river, and Arkansas, but does not know the quantity consumed. Deponent further says, that there were at least five hundred barrels of baggage over and above the eight hundred stipulated in the agreement between Breedlove, Bradford, and Robeson, and Capt. Hunt, and believes the excess to be greater even than five hundred barrels. Deponent adds, that he knows that the steamboat Tennessee waited at Red river for the *Courier*, in order to put on board of her about 30 men and their baggage, which was done on her arrival; and that these men did not belong to either the Baton Rouge or Arkansas detachment, and belonged to the detachment that were on board the *Courier*. Deponent states, that five dollars is a moderate price for passage of a deck passenger from New Orleans to mouth of Red river, in November, 1822, and that he therefore considers $150 as a moderate charge for the transportation of thirty men, and their baggage, to the said place, as in defendant's account charged. Deponent also considers $4 as reasonable for wood at that time, to wit, Nov. 1822; and further, that the charge of $2 per barrel is a reasonable charge from New Orleans to Arkansas, in that year, to wit, 1822; and that therefore the charge of one thousand dollars for 500 bls. he considers as reasonable. Deponent further states, that, on their arrival at Arkansas, he heard a conversation between Col. Arbuckle, the commanding officer, and Capt. Bradford, the commander of the Tennessee, in which demand was made from Arbuckle of a receipt for the excess of baggage, and Col. Arbuckle evaded it by replying that he would think of it, or something to that effect; and further deponent saith not.

Signed, T. REYNOLDS.

Sworn to, and subscribed before me, this 11th August, 1823.

Signed, J. BERMUDEZ,
Justice Peace, 1 Sect. N. Orleans.

I hereby acknowledge notice of the taking of the foregoing deposition, and consent to it as if regularly ordered to be taken *de bene esse*, subject to all exceptions.

Signed, J. W. SMITH, *Dist. Att'y.*

NEW ORLEANS, *August* 11, 1823.

And afterwards, to wit, on the 4th day of November, 1823, the defendant filed the foregoing deposition, to wit:

UNITED STATES,
vs.
W. L. ROBESON. } U. S. District Court.

The deposition of Joseph Swiler, a witness examined by consent of parties, subject to all legal objections.

Joseph Swiler, being sworn and examined, deposes that, in February, March, and April, 1818, he was commander of the schooner James Lawrence, chartered by the contractor, Mr. Rogers, for Appalachicola, from New Orleans, laden with provisions, was in company with the Experiment at Mobile Point in February and March; and deponent knows that the schooner Experiment was at Mobile Point from 21st February to 15th March, 1818, and that he considers fifteen dollars a day for demurrage of the schooner Experiment per day as a very reasonable charge; that depo-

nent's vessel having been detained there, likewise, with the Experiment, Col. Gibson promised this deponent to pay him for the delay; that the signature of Capt. Peters to the certificate annexed to the voucher, marked No, 4, is the signature of Capt. Peters. Deponent adds, that he does not know the reasons of the delay of the vessels at Mobile point, but that it was not owing to head winds, (as the weather was often favorable) No orders were given to sail, and deponent finally, fatigued with remaining, under took to depart without orders, and the rest of the fleet followed his example. Deponent further states, that he knows voucher annexed, marked No. 3, to be correct, he having himself caused the 165 blls. provision, and 69 blls. soap, to be taken from the Italian and put on board of the Experiment, in March, 1818; that the understanding was, and was so expressed by the captain of the Experiment at the time to Mr. McKeever, who was the agent of the contractor, that he should be paid for the additional loading of his vessel. Deponent considers the charge made in this account, to wit, $2 per bll., and 50 cts. per box, to be a reasonable charge, and ought to be paid. Deponent further states, that the signature of Capt. George P. Peters to the certificate, annexed to the voucher No. 3, is the signature of Capt. Peters, deponent having often seen him write; and further he saith not.

Signed, JOSEPH SWILER.

Sworn to and subscribed before me, at my office, this 30th October, 1823.

Signed, J. BERMUDEZ,
Justice Peace, 1st Sect. N. Orleans.

And afterwards, to wit, on the day and year above written, the defendant's filed the following deposition, to wit:

UNITED STATES, *vs.* W. L. ROBESON. } U. S. District Court.

Captain James M. C. Baker, a witness produced on behalf of the defendant, (his testimony taken by consent of parties,) deposes that he was commander of the schooner Peacock employed in 1818 by Rogers, the contractor, on a voyage from New Orleans to Appalachicola; that he was in company with the Experiment at Mobile point, and knows that she was detained as is stated in the account or voucher, No. 4, to the best of his recollection and belief, and that he thinks $15 a day as a very reasonable charge for detention of the Experiment; that they might have been at Appalachicola two or three times while they were lying at Mobile point. Deponent further states that he knows the schooner Italian was, in 1818, cast away at Mobile point, and that the provisions were taken out of her and put on board of the schooner Experiment, but does not know what quantity. Deponent considers the charge of $2 per bbl. as reasonable for conveyance from Mobile point to Appalachicola for provisions, and 50 cents per box as reasonable for soap or candles, as is specified in the account marked No. 3, and further saith not.

Signed, JAMES M. C. BAKER.

Sworn to, and subscribed before me, at my office, this 30th October, 1823.

Signed, J. BERMUDEZ,
Justice Peace, 1st Sect. N. Orleans.

And afterwards, to wit, at a session of the district court of the United States for the eastern district of Louisiana, held on the 31st day of December, 1829, the following entry was made on the records, to wit:

THURSDAY, 31st DECEMBER, 1829.

The court met pursuant to adjournment. Present, Hon. S. H. Harper.

THE UNITED STATES,
1805. *vs.*
WM. L. ROBESON.

On this day came the parties, by their attorneys, and thereupon came a jury, to wit: S. Andler, André Timdé, Valery Weltz, J. B. Hullin, Jos. Terrell, J. B. Planché, Leon Bernard, James Freret, Henry Manpassant, Jas. Clark, Joel K. Mead, jr. and Jean Louis Kabassa, who were sworn well and truly to try the issue joined between the parties, and who, after hearing the evidence and arguments of counsel, retired under the charge of the court to consider of their verdict; when, after some time, there being no probability that they would soon agree on their verdict, it was ordered by the court, with the consent of parties, that they return a sealed verdict; which, after considerable deliberation, they accordingly did.

And afterwards, to wit, on the 2d day of January, 1830, the following judgment was entered on record, to wit:

SATURDAY, 2d JANUARY, 1830.

The court met pursuant to adjournment. Present, Hon. Sam. H. Harper.

THE UNITED STATES,
1805. *vs.*
WM. L. ROBESON.

The verdict of the jury being opened, and found defective in point of form, they were again remanded to their room, and soon after returned the following verdict, to wit: "The jury in this case find a verdict for pl'ffs. of one thousand six hundred and fifty-six dollars eleven cents, with interest of six per cent. per annum from the 5th October, 1819.

Signed, S. ANDLER, *Foreman.*"

Whereupon, it is considered by the court, that judgment be entered up against the defendants for the sum of sixteen hundred and fifty-six dollars and eleven cents, with 6 per cent. interest from the 5th October, 1819, until paid, and costs of suit.

Signed, SAM. H. HARPER,
Judge U. States.

Judgment entered 2d January, 1830.
Signed 13th January, 1830.

And afterwards, to wit, on the 6th day of January, 1830, the following order was entered on record, to wit:

THE UNITED STATES,
vs.
WM. L. ROBESON.

On motion of T. F. McCaleb for defendant, it is ordered that the district attorney show cause on Tuesday next, the 12th day of January, 1830, at 10

o'clock A. M., why the judgment should not be modified or arrested upon the plea or grounds filed.

Grounds filed.

WM. L. ROBESON, *ads.* THE UNITED STATES. } District Court U. S. Eastern District, Louisiana.

The defendant, Wm. L. Robeson, now appears and says, that the judgment about to be rendered upon the verdict of the jury ought to be arrested, or so modified, by which the person, or any future acquisitions (if it should be his fortune to have any, should be protected from arrest or seizure, until a sufficiency is acquired) ofproperty over and above what is necessary for his maintenance; because, he, the said Wm. L. Robeson, being unfortunate, was obliged, in the year 1827, to take the benefit of the laws of the State of Louisiana for the voluntary surrender of property. That upon a meeting of his creditors, the acceptance of the surrender (which had been previously made by the judge of the parish court in and for the parish and city of New Orleans,) was duly confirmed by the creditors, syndics appointed to whom all his estate was delivered, and in due course of law a final judgment entered up by the said parish court, by which he, the said Wm. L. Robeson, was discharged in person, (until he should have acquired more than sufficient to maintain him,) for all debts before that time contracted and owing. He avers that the debt on which the said verdict has been obtained by the United States was contracted prior to the said discharge, and that the said United States are bound, in justice and law, to be and appear in the court where the said discharge was obtained, and take out of the surrendered fund, according to their rights, the said debt being entered into in the State of Louisiana.

Wherefore, he prays the judgment of the court, whether the said United States are not barred against further proceeding upon the said verdict directly against him, the said Robeson, and whether the judgment to be rendered upon the same should not decree the said United States to submit with all the other creditors to the proceedings of discharge recognized by the laws of Louisiana, and for general relief, &c.

Signed, T. F. McCALEB,
Attorney for Wm. L. Robeson.

And afterwards, to wit, on the 12th day of January, 1830, the following order was entered on record, to wit:

THE UNITED STATES, 1805. *vs.* WM. L. ROBESON. }

The parties in this case not appearing, it is ordered that the motion in arrest of judgment in this case be dismissed.

And afterwards, to wit, on the 31st day of December, 1829, at a session of the court aforesaid, on the trial of the cause aforesaid, the United States, by their attorney, took the following bills of exceptions, which were allowed, signed, and ordered to be filed, and which are as follows, to wit:

UNITED STATES, *vs.* WM. L. ROBESON. } U. S. District Court, Eastern District of Louisiana.

Be it remembered that, on the trial of this cause, the defendant gave in evidence certain depositions to prove the amount of loss and damage sustained by the owners of the schooner Experiment on a voyage from New Orleans to Appalachicola, with troops and stores for the Government of the United States, and also a certain instrument referred to in the bill of exceptions taken in this case, and marked A, and which is to be considered as embodied in this bill of exceptions; by which instrument the owners of the said schooner Experiment transferred to the defendant their claims for compensation on the United States, amounting to the sum of

The district attorney, on the part of the United States, prayed the court to instruct the jury that the defendant could not set off in his action against the demand of the United States a sum greater than that which was expressed as the consideration of the transfer, to wit, the sum of $500; but the court refused so to instruct the jury, but refused evidence to prove items in said account, which had not been presented to the Treasury Department and rejected. The defendant also offered in evidence a certain charter party between the owners of the schooner Experiment and the defendant, acting as assistant deputy quartermaster general of the United States, by which the said schooner Experiment was chartered for the transportation of troops and stores from New Orleans to Appalachicola; which charter party is for greater certainty hereunto annexed and referred to, marked C, and is to be considered as embodied in this bill of exceptions. The defendant also offered evidence to prove a detention of the vessel at Mobile point for the purpose of establishing a claim for damage which had been submitted to the accounting officer of the Treasury and rejected, which will also appear by a copy of the report of said officers, marked , hereunto annexed, and referred to. The district attorney, on the part of the United States, prayed the court to instruct the jury that evidence of a detention at Mobile point would not sustain a claim for damage under the charter party, and that, under the pleading and treasury report aforesaid, no claim could be sustained as an offset against the demand of the U. States for a detention at Mobile point, but the court refused so to instruct the jury as prayed; and to the refusal of the court to instruct the jury as prayed, the said district attorney prayed leave to except, and tendered this his bill of exceptions, which is admitted by the court.

Signed, SAM. H. HARPER.

Instrument marked A.

Know all men by these presents, that we, Forsyth and Walton, and Breedlove and Bradford, in consideration of the sum of $500 to us in hand paid by Wm. L. Robeson, of New Orleans, receipt whereof is hereby acknowledged, have granted, sold, assigned and set over, and doth hereby grant, assign, and set over unto the said Wm. L. Robeson, our several and respective claims upon the United States as are hereinafter specified, accruing and justly due to us as owners of a certain schooner called the Experiment, which, in the month of March, in the year 1818, we chartered at New Orleans to said Wm. L. Robeson, the assistant deputy quartermaster general, to proceed from New Orleans with stores to Appalachicola; and our claims upon the United States which, for the aforesaid consideration, the receipt

whereof we assign, transfer, and set over to Wm. L. Robeson aforesaid, of the city of New Orleans, State of Louisiana, are as follows, to wit:

A claim for transportation of contractor's stores taken from the wreck of the schooner Italian, put on board of our schooner, the Experiment, at Mobile point, and delivered at Appalachicola in the month of April, 1818, which we estimate as follows, to wit:

165 bbls. provisions at $2 per bbl.,	-	-	-	$330 00
69 boxes soap, candles, &c., *a* 50 cents,	-	-	-	34 50

Making the sum of three hundred and sixty-four dollars and fifty cents; also, another claim for demurrage of our said schooner Experiment at Mobile point, in the aforesaid voyage from New Orleans to Appalachicola, from 21st February to 15th March, 22 days, at $16 per day, amounting to three hundred and thirty dollars; also, another claim for eight-inch cable, weighing 1262 lb., valued at ten cents per pound, $126 20; and one anchor weighing 800 lb., at 12½ cents per lb., $100 00, belonging to said schooner Experiment, and lost in April, 1818, while in the employ as aforesaid of the United States, in consequence of Capt. Peters taking command of the schooner, and depriving our Captain Brown of the same. To have and to hold unto the said Wm. L. Robeson all our right, title, and interest, property, benefit, claim, and demand of, in, and to the said claims, and every of them, to his use and behoof forever.

In witness whereof, we have hereunto affixed our hands and seals, at the city of New Orleans, State of Louisiana, this 21st day of July, in presence of

Signed, JAMES FORSYTH, for FORSYTH & WALTON.

" JAMES W. BREEDLOVE, for BREEDLOVE & BRADFORD.

Present: (Signed) HECTOR MCLEAN.

And afterwards, to wit, on the trial of this cause, on the day and year aforesaid, the United States, by their attorney, took the following bill of exceptions; which was likewise allowed and ordered to be filed, to wit:

UNITED STATES, *vs.* WM. L. ROBESON. } District Court of the United States, Eastern District of Louisiana.

Be it remembered that, on the trial of this cause, a certain charter party or instrument, marked B, which, for greater certainty, is hereunto annexed and referred to, and which is to be considered as embodied in this bill of exceptions, and by which the steamboat Tennessee was chartered for the conveyance of a detachment of troops under the command of Col. Arbuckle, was offered in evidence: that by said charter party it was agreed that, if a larger quantity of baggage and stores should be carried in said boat, than was stipulated in said charter party, that freight should be paid on the same, on the production of the certificate of the said commanding officer, Col. Arbuckle. The defendant offered in evidence the depositions of witnesses to prove the carrying, by the said steamboat Tennessee, of a greater quantity of baggage and stores than that stipulated in the charter party; to the introduction of which testimony the district attorney, on the part of the United States objected; because, under the terms of the said charter party, no other

evidence than the certificate of the said Col. Arbuckle could be secured to establish the claim to surplus freight; but the court overruled the objection, on the ground that Col. Arbuckle did not *refuse* but *neglected* to give a receipt for extra charges, &c., and admitted the testimony. The district attorney then objected to the admission of the testimony, because it did not appear that any attempt had been made to procure the testimony of Col. Arbuckle, or any document from him which would tend to show or explain the reasons why a certificate had not been given by him, that an additional quantity of stores and baggage, beyond that stipulated, had been carried on account of the United States, or by the order of its officers, in the said steamboat Tennessee; but the court overruled the objection and admitted the testimony. That to the refusal of the court to sustain said objections, the district attorney prayed leave to except, and tendered this his bill of objections, which is admitted by the court.

Signed, SAM. H. HARPER.

Charter party, or instrument marked B.

This agreement, made and entered into the 1st day of November, 1821, at the city of New Orleans, between Breedlove, Bradford & Robeson, owners of the steamboat Tennessee, of the first part, and Captain Thomas F. Hunt, assistant quartermaster of the army of the United States, of the second part, witnesseth: The party of the first part bind themselves to transport, unavoidable accidents excepted, a part of the 7th regiment of infantry, under the command of Col. M. Arbuckle, and their baggage, together with a quantity of stores, not to exceed the bulk of 800 barrels, to the post of Arkansas; and also to transport a detachment of the 1st infantry, not to exceed one hundred men and their baggage, to Baton Rouge. For the true and faithful performance of the above, certificates of which to be given by Col. M. Arbuckle, or officer commanding, theparty of the second part binds himself, as agent of the United States, to pay, or cause to be paid the party of the first part the sum of one thousand eight hundred dollars. It is mutually agreed that, on the arrival of the boat at the mouth of Arkansas river, the master shall consider it impracticable to ascend that river, the troops, baggage, and stores shall be landed there, or at the mouth of White river, as the commanding officer may select. It is expressly understood between the parties, that the steamboat Tennessee is not to be detained at Baton Rouge longer than three hours, and at the place of destination more than one day and a half, under the penalty of $80 per day for such demurrage. It is also agreed upon, that the troops are in all cases to assist in taking in wood at such places as it may be deemed necessary to receive on board that article for the prosecution of the voyage. The troops, &c. are to be on board by 10 o'clock A. M., on Tuesday, the 6th instant.

This done in triplicate, the date above written.

Signed, BREEDLOVE, BRADFORD & ROBESON.
THOS. F. HUNT, *As. Qr. Mr.*

It is understood that, for all stores, &c. above the quantity specified, the same rate shall be paid, upon producing duplicate specified certificates of the commanding officer.

Signed THOS. F. HUNT, *Ass. Qr. Mr.*

I certify that Capt. A. B. Bradford did, in compliance with the foregoing agreement, transport from New Orleans to the place, a part of the 7th regi-

ment infantry, amounting to one hundred and ninety-nine, with a suitable number of officers and their baggage; and that he did also transport thirty men of the 7th regiment, not belonging to the Arkansas command, from New Orleans to the mouth of Red river. The boat was detained at Baton Rouge about 9 hours, and at mouth Red river about 20 hours. Capt. Bradford furnished for the use of the troops about six cords wood, for which he is entitled to compensation.

Signed, M. ARBUCKLE, *Colo. Comm't.*

MOUTH ARKANSAS RIVER, 21st Nov., 1821.

And afterwards, to wit, at the trial of this cause, on the day and year aforesaid, the United States, by their attorney, took the following bill of exceptions; which was likewise allowed, and ordered to be filed, to wit:

UNITED STATES, *vs.* WM. L. ROBESON. } District Court U. S., East Dist. Louisiana.

Be it remembered that, on the trial of this cause, the defendant offered in evidence a certain written instrument, without date, signed by Forsyth and Walton, and Breedove and Bradford, who were owners of a schooner called the Experiment, and which for greater certainty is hereunto annexed and referred to, and marked A, by which the said owners assigned and made over, for the consideration of $500, their claims or demands against the United States for the matters and things therein referred to, amounting to the sum of $

The district attorney, on the part of the United States, objected to the admission of the said writing in evidence, because the same had been received by the defendant after he had ceased to be in the employ of the Government of the United States, in the capacity in which he was sued, or in any other capacity; and also because the same was not offered as proof of payment by the said defendant of a debt due by the United States, but as evidence of a transfer by sale and purchase of a pretended claim on the United States, which claim, even if just in itself, could not be pleaded in offset of the demand of the United States in this action. But the court overruled these objections, and admitted the said instrument in evidence, on the ground that it made part of the chief contract, and created a claim on the defendant as agent of the United States: whereupon, the said district attorney prayed leave to except, and tendered this his bill of exceptions, which is admitted by the court.

Signed, SAM. H. HARPER.

Instrument marked A.

Know all men by these presents, that we, Forsyth and Walton, and Breedlove and Bradford, in consideration of the sum of $500 to us in hand paid by William L. Robeson of New Orleans, receipt whereof is hereby acknowledged, have granted, sold, assigned, and set over, and doth hereby grant, assign, and set over unto the said William L. Robeson, our several and respective claims upon the United States, as are hereinafter specified, accruing and justly due to us, as owners of a certain schooner called the Experiment, which, in the month of March, in the year 1818, we chartered at New Orleans to said Wm. L. Robeson, the assistant deputy quartermaster general, to proceed from New Orleans with stores to Appalachicola.

And our claims upon the United States, which, for the aforesaid consideration, the receipt whereof, &c. we assign, transfer, and set over to Wm. L. Robeson aforesaid, of the city of New Orleans, State of Louisiana, are as follows, to wit: a claim for transportation of contractors' stores, taken from the wreck of the schooner Italian, put on board of our schooner, the Experiment, at Mobile point, and delivered at Appalachicola in the month of April, 1818, which we estimate as follows:

165 bbls. provisions, *a* $2 per bbl., - - - -	$330 00
69 boxes soap, candles, &c., *a* 50 cts., - - -	34 50

Making the sum of three hundred and sixty-four dollars and fifty cents. Also, another claim for demurrage of our said schooner Experiment at Mobile point, on the aforesaid voyage from New Orleans to Appalachicola, from 21st February to 15th March, 22 days, at $15 per day, amounting to three hundred and thirty dollars. Also, another claim for eight inch cable, weighing 1262 lbs., valued at 10 cts. per pound, $126 20; and one anchor weighing 800 lbs., at 12½ cts. per pound, $100 00, belonging to said schooner Experiment, and lost in April, 1818, while in the employ as aforesaid of the United States, in consequence of Capt. Peters taking command of the schooner, and depriving our Capt. Brown of the same. To have and hold, unto the said William L. Robeson, all our right, title, and interest, property, benefit, claim, and demand of, in, and to the said claims, and every of them, to his use and behoof forever.

In witness whereof, we have hereunto affixed our hands and seals, at this city of New Orleans, State of Louisiana, this 21st day of July in presence of

Signed, JAMES FORSYTH, for FORSYTH & WALTON.
JAMES W. BREEDLOVE, for BREEDLOVE & BRADFORD.

Present: Signed, HECTOR MCLEAN.

And afterwards, to wit, at the trial of this cause, on the day and year aforesaid, the United States, by their attorney aforesaid, took the following bill of exceptions, which was allowed, and ordered to be filed, to wit:

UNITED STATES, *vs.* WM. L. ROBESON. } U. S. Dist. Court, East Dist. Louisiana.

Be it remembered that, on the trial of this cause, a certain written instrument marked A, hereunto annexed, and for greater certainty referred to, and which is to be considered as embodied in this bill of exceptions, by which the owners of the schooner Experiment, for the consideration of $500, as stated in said instrument, conveyed to the defendant certain claims against the United States, was offered in evidence. That James W. Breedlove, one of the parties to said instrument, was produced and sworn by said defendant, to prove the execution of said instrument; that the district attorney, on the part of the United States, propounded to said witnesses certain questions as to payment of the consideration expressed in said instrument, for the purpose of showing that in fact the said sum of $500 has no in reality been paid by the said defendant to the owners of the said schoone Experiment; but the said questions having been objected to by the counse

for the defendant, the court sustained the said objections, and would not permit the said questions to be put to the witness, on the ground that the face of the instrument was evidence of the consideration paid; to which refusal of the court the said district attorney prayed leave to except, and tendered this his bill of exceptions, which is admitted by the court.

(Signed) SAM. H. HARPER.

Instrument marked A.

Know all men by these presents, that we, James W. Breedlove, ——— Bradford, and James Forsyth, in consideration of the sum of $500 to us in hand paid by Wm. L. Robeson, the receipt whereof we hereby acknowledge, have granted, sold, assigned, and set over unto the said Wm. L. Robeson, and doth hereby grant, assign, and set over unto the said Wm. L. Robeson, our several claims upon the United States as are hereinafter specified, accruing, and justly due to us, as owners of a certain schooner called the Experiment, which, in the month of March, in the year 1818, we chartered at New Orleans to Wm. L. Robeson, then assistant deputy quartermaster general, to proceed from New Orleans with stores to Appalachicola; and our claims upon the United States which, for the aforesaid consideration, the receipt whereof, &c., we assign, transfer, and set over to Wm. L. Robeson aforesaid, of the city of New Orleans, State of Louisiana, are as follows, to wit: a claim for transportation of contractors' stores taken from the wreck of the schooner Italian, put on board of our schooner, the Experiment, at Mobile point, and delivered at Appalachicola in the month of April, 1818, which we estimate as follows: 165 bbls. provision, at $2 per bbl., $330 00; 69 boxes soap, candles, *a* 50 cents, $34 50; making the sum of three hundred and sixty-four dollars and fifty cents. Also, another claim for demurrage of our said schooner Experiment, at Mobile point, in the aforesaid voyage from New Orleans to Appalachicola, from 21st February to 15th March, 22 days, *a* $15 per day, $330 00. Also, another claim for one eight inch cable, weighing 1262 lbs., valued at 10 cents per lb., $126 20; and one anchor, weighing 800 lbs. at 12½ per lb., $100 00, belonging to said Experiment, and lost in April, 1818, while in the employ as aforesaid of the United States, in consequence of Capt. Peters taking command of the schooner, and depriving Capt. Brown of the same. To have and to hold unto the said Wm. L. Robeson all our right, title, interest, property, benefit, claim, and demand of, in, and to the said claims and every of them, to his use and behoof for ever.

In witness whereof, we have hereunto affixed our hands and seals, at this city of New Orleans, on the 27th day of December, 1819, in presence of—

(Signed) JAMES FORSYTH, for self and FORSYTH & WALTON.

Copy of charter party, marked C., referred to as making of the first bill of exceptions.

This charter party, made and concluded this 15th day of February, 1817, between Breedlove and Bradford, agents for the owners of the schooner Experiment, burden 121$\frac{60}{95}$ tons, whereof ——— Brown is master, of the one part, and Capt. Wm. L. Robeson, Ass't. D. Q. M. Genl. for the United States, of the other part, witnesseth: That the said Breedlove and Bradford, for the consideration hereinafter mentioned, hath grant

presents, charters to the said Capt. Wm. L. Robeson, Ass't. D. Q. M. Genl., the whole tonnage and decks of said schooner Experiment, for the purpose of making a voyage from New Orleans to the mouth of Appalachicola river, emptying into the bay of Appalachicola, in manner and form following, viz. the said Experiment, Capt. Brown, is to take on board a detachment of one hundred and forty men, under the command of Capt. Peters, as also their baggage and military stores, and sail with all possible despatch from the port of New Orleans, with the aforesaid mentioned soldiers and public property, for the above named mouth of Appalachicola river, there to be delivered and discharged of her cargo within six days after her arrival to the end of said voyage. In consideration whereof, the said Capt. W. L. Robeson, Ass't. D. Q. M. Genl., promises to pay to the said Breedlove and Bradford, or agent or person authorized for said schooner, on application at New Orleans, the sum of sixteen hundred dollars in full of said charter party; and should the said schooner Experiment be detained at the mouth of Appalachicola river over and above the aforementioned time of six days, the said Capt. W. L. Robeson, Ass't. D. Q. M. Genl., agrees and hereby promises to pay the said Breedlove and Bradford, or their assigns, the sum of $15 for each day said schooner may be detained over and above the log days above mentioned. The said Breedlove and Bradford promise, on their part, to deliver the aforesaid public property and men to an authorized agent of the Government at the above named mouth of the Appalachicola river, (the dangers of the seas, and unavoidable accidents excepted,) and to use no unnecessary delay in making the place of destination. It is distinctly understood between the parties subscribing to these presents, that the said schooner Experiment be protected by a convoy from the navy of the United States to the aforesaid mouth of Appalachicola river, and during her detention there, by the officer commanding the troops on board said schooner, the convoy to take said schooner under their protection in the vicinity of Ship island or Mobile point.

In witness whereof, we have hereunto annexed our signatures, this day and date above written. (Signed duplicates.)

(Signed) BREEDLOVE & BRADFORD,
Agents for the owners.
WM. L. ROBESON,
Ass't. D. Q. M. Genl.

Copy of the report of the officers of the Treasury, referred to as making part of the 1st bill of exceptions.

Remarks of the 3d Auditor of the Treasury on sundry charges exhibited by Wm. L. Robeson, as an offset to the balance reported against him on the settlement of his accounts as Ass't. D. Q. M. Genl., for which suit has been instituted against him by the United States.

Voucher No. 1.—J. P. Adams, for transportation of Majors McDonald and Kirby to Baton Rouge, refers itself to the office of the 2d Auditor, where it has heretofore been disallowed, - - $30 00

No. 2.—Lewis De Hand, for transportation of Colonel Nicholas, &c.; same remark, - - - - - - - - - 39 00

No. 3.—Account of schooner Experiment and owners against United States, stated to be for transportation of contractors' stores from the wreck of the schooner Italian, and delivered at Appalachicola,

165 barrels of provisons, *a* $2 per bbl.,	-	$330 00
69 boxes of soap, candles, &c. *a* 50 cents,	-	34 50
		364 50

In the first place it is to be observed that this account has no connexion whatever with Capt. Robeson's account. He states, in his remarks, that it has been transferred to him by the owners, of which there is no evidence; nor is there any proof of the payment, on his part, of any of the amounts charged. Independent, however, of this objection, which it is thought is altogether conclusive, it does appear that Capt. Robeson, as Ass't. D. Q. M. Genl., settled with the owners of the schooner Experiment on the 29th March, 1818, on an account stated by themselves for the transportation of a detachment of United States' troops from New Orleans to Appalachicola river, as per charter party entered into by Breedlove and Bradford, agents of the schooner Experiment, with Capt. Robeson, as asassistant D. Q M. Genl., on behalf of the United States, amounting to sixteen hundred dollars, which has been charged to the United States by Capt. Robeson, and has been admitted to his credit on settlement, and in which account no other charge whatever is made by the said owners; nor is there now any evidence produced that they have made any such charge. The certificate of Capt. Peters, attached to the account now presented, is altogether unsatisfactory; and it contains no evidence that the United States is chargeable with the transportation of the contractors' stores. Had the claim been one that was deemed admissible, the inquiry presents itself, why did not Capt. Robeson pay the amount when he paid that for the charter of the vessel?

Charge No. 4. Account of schooner Experiment and owners for demurrage at Mobile point, in a voyage from New Orleans to Appalachicola, from 21st February to 15th March, 1818, - - $330

The same remarks apply in this case; besides that, in the certificate of Capt. Peters, not a word is mentioned about demurrage.

Charge No. 5 is stated to be for a balance due Breedlove, Bradford and Robeson, on the transportation of men and stores, under an agreement between them and Capt. Thos. F. Hunt, the Ass't. Q. M'r. at New Orleans, dated 1st November, 1821, amounting to $1,074

It appears, on reference to the account of Capt. Hunt on file in this office, that an account was made out by him, in which the charges authorized by the certificates of Col. Arbuckle are included, amounting to $2,000 66, to which a receipt is attached, but not signed; and in lieu of which a receipt accompanied the vouchers, signed by Breedlove, Bradford and Robeson, for $2,000, stated to be in part for the transportation of the troops and baggages, and stores to Baton Rouge, the mouth of Red river, and the mouth of Arkansas river, detention of boat, and for wood used for the troops while on board of the boat. On reference to the agreement, it will be found that on the certificates to be given by Col. M. Arbuckle, or officer commanding the party, the United States are bound to pay, or cause to be paid, the sum agreed upon; according to the certificate, it will appear by the copy of the account hereto attached, and above referred to, with the remarks of the quartermaster attached, that the claim has been satisfied with the exception of 66 cents.

The United States,

To Breedlove, Bradford and Robeson, Dr.

1821. For transportation of troops, &c. from New Orleans to Baton Rouge and the mouth of Arkansas, - - - $1,800 00

For transportation of 30 soldiers of the Red river detachment to the mouth of Red river, *a* $3 each, - - - 90 00

For 26 hours' detention at Baton Rouge and mouth of Red river, *a* $80 per day, - - - - - - 86 66
For 6 cords of wood used by the troops while on board of the steamboat, *a* $4 per cord, - - - - - 24 00

$2,000 00

New Orleans, December 3d, 1821. Received of Capt. Thomas F. Hunt, Ass't. Qr. M'r., $2,000 and 66 cents, in full of the above amount.
(Signed duplicates.)

New Orleans, December 3d, 1821. Received of Capt. Thomas F. Hunt, Ass't. Q. D. M., $2,000, in part of the transporting of troops, baggage, and stores to Baton Rouge, the mouth of Red river, and the mouth of Arkansas river, detention of boat, and for wood used by the troops while on board of the boat.
(Signed duplicates) BREEDLOVE, BRADFORD & ROBESON.

Remarks of the Quartermaster.

This account is stated by myself from the agreement made with Breedlove, Bradford and Robeson, and the certificates of Col. M. Arbuckle attached thereto. After making the payment of $2,000, they refused to sign the receipt to the account in full, alleging that they claimed for the transportation of a greater quantity of stores and baggage than was specified in the agreement, which claim I knew nothing of until this amount was paid. They have no evidence from the commanding officer, Col. Arbuckle, that they did transport more than was agreed upon; such evidence was indispensable to entitle them to compensation. Col. Arbuckle seems to have been particular in his certificate; and if a greater quantity was transported, he doubtless would have stated it. Besides, it was the fault of the master of the boat (one of the firm) if he did not obtain such evidence, if entitled to it. I was forced, therefore, to take the receipt as it is, or not to take one at all. The transaction I consider closed, from the papers produced, with the exception of sixty-six cents.
(Signed) THOS. F. HUNT, *Ass't. Qr. M'r.*

No disbursement whatever is claimed to have been made by Capt. Robeson on this charge; but he claims it as an offset, being, as he states, the owner of the boat. Under a full view of all the circumstances, I am of opinion that Capt. Robeson, late assistant quartermaster general, is not entitled to any credits on the foregoing charges, which are, according to law, referred to the Second Comptroller for his revision and decision.
(Signed) PETER HAGNER, *Auditor.*

TREASURY DEPARTMENT,
Third Auditor's Office, Nov. 12, 1827.

I have examined the accompanying paper, and fully concur with the Third Auditor in the above report.
(Signed) RICHARD CUTTS,
Second Comptroller.

TREASURY DEPARTMENT,
Second Comptroller's Office, Nov. 23, 1827.

TREASURY DEPARTMENT,

Third Auditor's Office Nov. 24, 1827.

Pursuant to an act to provide for the prompt settlement of public accounts, approved 3d March, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing transcript is truly copied from the original on file in this office.

(Signed) PETER HAGNER, *Auditor.*

Be it remembered, that Peter Hagner, esq., who certified the foregoing transcript, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, Richard Rush, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused [L. S.] to be affixed this seal of this department, at the City of Washington, this 24th day of November, in the year of our Lord, 1827.

(Signed) RICHARD RUSH.

And afterward, to wit, on the trial of this cause, on the day and year aforesaid, the said defendant, by his attorney, took the following bill of exceptions, which were allowed and ordered to be filed.

UNITED STATES, *vs.* WM. L. ROBESON. } U. S. District Court, East District Louisiana.

Be it remembered that, when this cause was argued, (after evidence given to the jury,) the court charged the jury, who then retired, and then returned into court and delivered their verdict in the following words, viz.

"The jury in this case find a verdict for pl'ffs of one thousand six hundred and fifty-six dollars and eleven cents, with interest, according to the provisions of law.

(Signed) S. ANDLER, *Foreman.*"

Upon this verdict being read, the district attorney moved the court to instruct the jury that they must state in their verdict from what time the interest was to be calculated; the court instructed the jury accordingly, when it again retired, and having again returned into court, presented a verdict in the following words, viz.

"The jury in this case find a verdict for the pl'ffs of one thousand six hundred and six fifty dollars and eleven cents, with interest from the 31st day of Aug., 1821, at six per cent. per annum.

(Signed) S. ANDLER, *Foreman.*"

Whereupon, the district attorney again stated to the court that the jury had not found their verdict according to the instructions of the court, and prayed the judge to inform the jury from *what time* they must find interest, to wit, the 5th day of October, 1819, being (as appears by the Treasury transcript) the day on which the balance was struck at the Treasury Department; the court instructed the jury accordingly, upon being informed by them that they had misunderstood his charge, and again ordered it to retire and consider their verdict: whereupon, the jury retired, and found the ver-

dict as recorded; the instruction of the judge being, that if the jury be lieved that the money has been received prior to the date of the balance as struck against him, and that the Treasury transcript was evidence of that fact. To all these proceedings the counsel of the defendant objected as being the exercise of an authority by the court over the jury, in directing them what should be the tenor of their verdict, which interfered with the rights and powers of the jury. The court overruled these objections, whereupon this bill of exceptions was tendered and signed accordingly, and *sealed.*

(Signed) SAM. H. HARPER. [SEAL.]

And afterwards, to wit, on the 26th day of April, 1830, the United States, by their attorney, filed the following petition for a writ of error, to wit:

To the honorable Samuel H. Harper, judge of the district court of the United States for the eastern district of Louisiana:

The petition of the United States, by John Slidell, their attorney, respectfully shows, that there is error in the final judgment rendered in the case wherein your petitioners are plaintiffs, and Wm. L. Robeson is defendant: Wherefore, your petitioners pray a writ of error to the Supreme Court of the United States.

(Signed) JOHN SLIDELL, *Dist. Att'y.*

Judge's Order.

Be it so. (Signed) SAM. H. HARPER, *Judge U. S.*

And afterwards, to wit, on the day and year last abovementioned, the United States, by their attorney aforesaid, filed the following writ of error, to wit:

COURT OF THE UNITED STATES, *Eastern District of Louisiana.*

THE UNITED STATES,
vs.
WILLIAM L. ROBESON.

The President of the United States of America to the honorable Samuel H. Harper, judge of the district court of the United States for the eastern district of Louisiana.

Because on the record and process, and also on the giving of judgment on the plaint which was in said court before you, between the United States of America and William L. Robeson, manifest error hath intervened, to the great damage of said United States, as we, from complaint, are informed; we being willing that the error, if any there be, should be corrected in due manner, and that full and speedy justice should be done to the party aforesaid in this behalf, do command you that you, do distinctly and plainly, under the seal of the district court of the eastern district of Louisiana, send the record and process of the plaint aforesaid, with all the things concerning them and this writ into the Supreme Court of the United States at the city of Washington, in the District of Columbia, on the first Monday of August next; that the record and process aforesaid being inspected, the said Supreme Court may cause to be done thereupon for cor-

recting the said error, what of right, and according to the laws of the United States, ought to be done.

Witness the honorable John Marshall, chief justice of the said Supreme Court of the United States this day of April, in the year of our Lord 1830, and in the 54th year of the independence of the United States.

F. W. LEA, *Clerk.*

To William L. Robeson, greeting: You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, in the District of Columbia, being the place of the sessions of said court, on the first Monday of August next, pursuant to the within contained writ of error, to show cause, if any there be, why the judgment rendered in the case of the United States vs. William L. Robeson, as within mentioned, should not be reversed, and why the error complained of should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Samuel H. Harper, judge of the district court of the United States for the eastern district of Louisiana, at the city of New Orleans, this 26th day of April, 1830.

SAM. H. HARPER,
Judge U. S. for Louisiana.

I acknowledge service of this citation in error for the defendant.

THOMAS F. McCALEB,
Attorney for Deft.

April 26, 1830.

EASTERN DISTRICT OF LOUISIANA, *ss.*

I, Franklin W. Lea, clerk of the district court of the United States for the eastern district of Louisiana, do hereby certify the foregoing thirty-eight pages to contain a full, faithful, and true transcript of the record and process, together with all the proceedings relating thereunto; the verdict of the jury, judgment, bills of exceptions, and documents therein referred to, and the writ and citation in error, in the case wherein the United States of America are plaintiffs, and Wm L. Robeson is defendant.

In testimony whereof, I have hereunto signed my name, and affixed the [L. S.] seal of said court, at the city of New Orleans, this 27th day of April, A. D. 1830, and 54th year of the independence of the United States.

F. W. LEA, *Clerk.*

UNITED STATES OF AMERICA, *Eastern Disirict of Louisiana, ss.*

I, Samuel H. Harper, judge of the United States for the district of Louisiana, do hereby certify that Franklin W. Lea, who has certified the foregoing transcript, is now, and was at the time of doing so, clerk of the United States' district court for the eastern district of Louisiana, and that to his official attestations as such full faith and credit are due, and that the attestation of said transcript is in due form of law.

Given under my hand, at the city of New Orleans, this 30th day of April, 1830.

SAMUEL H. HARPER,
Judge U. S. Louisiana.